VENDOR AND PURCHASER — RIGHTS AND LIABILITIES — RISK OF LOSS IN EXECUTORY SALE OF LAND. — The owner of a storehouse and lot contracted to sell the same to the defendant. A small portion of the purchase price was paid at the time of the contract and one half of the residue was to be paid several months later when a deed and purchase money mortgage were to be executed. Before the date for the conveyance and while the plaintiff by his lessee was in possession the storehouse was destroyed by fire. *Held*, that the loss falls upon the vendor in possession. *Good* v. *Jarrard*, 76 S. E. 698 (S. C.).

The great majority of the jurisdictions of this country, as well as England, place upon the purchaser of real estate any loss occurring between the making of a contract and its performance. The principal case is interesting in that it sets up the fact of possession as a standard, the court reasoning that the party who has possession and the rights incident to ownership should bear the risk of loss. See 9 HARV. L. REV. 106. For a defense of the prevailing rule, see 1 COL. L. REV. 1. See also 23 HARV. L. REV. 476.

WITNESSES — COMPETENCY AS TO PARTICULAR MATTERS — BASTARDIZING THE ISSUE: ADMISSIBILITY OF WIFE'S TESTIMONY TO PROVE ADULTERY. — In an action by the husband for a divorce on the ground of the wife's adultery and for the establishment of the illegitimacy of the child, letters of the wife tending to prove non-access with the husband were offered as evidence on both issues. *Held*, that the evidence is admissible to prove adultery only. *Bancroft* v. *Bancroft*, 85 Atl. 561 (Del. Super. Ct.).

Husband and wife are generally held incompetent to prove non-access whatever may be the form of legal proceedings and whoever may be the parties thereto. *Rabeke* v. *Baer*, 115 Mich. 328, 73 N. W. 242. See *Chamberlain* v. *People*, 23 N. Y. 85, 88; 25 HARV. L. REV. 746. There is no sound basis for this rule, however, and the modern English cases show a tendency to restrict its operation. *In re Yearwood's Trusts*, 5 Ch. D. 545; *Poulett Peerage*, [1903] A. C. 395. See 3 WIGMORE, EVIDENCE, § 2064. If it is to be restricted at all, the refusal of the principal case to apply it where the child's status is not in issue seems entirely justified. See *Tioga County* v. *South Creek Township*, 75 Pa. St. 433, 437.

WITNESSES — PRIVILEGE AGAINST SELF-INCRIMINATION — EXTENT OF PROTECTION BY IMMUNITY STATUTE. — To an indictment for revenue frauds the defendant pleaded exemption from prosecution under the federal "Immunity Statute," providing that no person shall be prosecuted on account of any transaction concerning which he may testify under oath in any proceeding under the Interstate Commerce Act. At a grand jury investigation under this act, the defendant had produced the books of the corporation of which he was an officer. His frauds were perpetrated in the corporation business. *Held*, that a verdict directed for the government is proper. *Heike* v. *United States*, 227 U. S. 131, 33 Sup. Ct. 226.

Under the federal and most state constitutions, a witness cannot be compelled to give testimony incriminating himself. U. S. CONST., AMENDMENT V; N. Y. CONST., Art. 1, § 6. But when a statute gives a witness complete protection within its jurisdiction, one who could otherwise invoke the constitutional privilege cannot refuse to testify. *Brown* v. *Walker*, 161 U. S. 591, 16 Sup. Ct. 644. See *Counselman* v. *Hitchcock*, 142 U. S. 547, 585–586, 12 Sup. Ct. 195, 206. Even without such a statute, if the testimony required only remotely tends to incriminate him, he cannot refuse to testify. *Rudolph* v. *State*, 128 Wis. 222, 107 N. W. 466; *State* v. *Thaden*, 43 Minn. 253, 45 N. W. 447. Nor can he refuse to produce the corporate books if he is an officer of the corporation. *Wilson* v. *United States*, 221 U. S. 361, 31 Sup. Ct. 718; *Dreier* v. *United States*, 221 U. S. 394, 31 Sup. Ct. 550. *Contra*, *Rex* v. *Cornelius*, 2 Str. 1210. The de-